

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Juan Antonio Cueto deLuna aka Juan Cueto
Debtor(s)

CHAPTER 13

VFS Lending Services VI, LLC
Movant
vs.

NO. 17-13476 PMM

Juan Antonio Cueto deLuna aka Juan Cueto
Debtor(s)

Scott Waterman Esq.

11 U.S.C. Section 362

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition default as with regards to the Claim held by the Movant on the Debtor's residence is **\$6,805.56**, which breaks down as follows:

School Real Estate Taxes (as of May 19, 2020):	\$3,057.04 for 2018
	\$1,593.03 for 2019
County and City Taxes (as of May 12, 2020):	\$900.53 for 2018
	\$1,254.96 for 2019
Total Post-Petition Arrears	\$6,805.56

2. On or before July 31, 2020, Debtor shall provide to Movant proof of payment in full of the above property taxes, which are still delinquent, including any additional accrued interest, fees and/or costs.

3. Ongoing, Debtor shall be responsible for maintaining and paying all real property taxes and hazard insurance on the property as required by the Note and Mortgage, and upon request, providing secured creditor with proof of payment of real property taxes (or proof of a payment plan for the taxes and compliance therewith) and with proof of valid hazard insurance for the property with secured creditor identified as a loss payee.

4. In the event the payments or proofs under Sections 2 and 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail

to cure the default within fifteen (15) days. Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

5. Debtor states that all other prior property taxes other than the amounts listed in Section 1 are current. If Movant obtains proof that other property taxes are delinquent, Movant may proceed with the notification of default and Certification of Default procedure described in Section 4.

6. If the case is converted to Chapter 7, Movant may file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 19, 2020

By: /s/ Rebecca A. Solarz, Esquire
Attorney for Movant

Date: 6/29/2020

Lynn E. Feldman
Lynn E. Feldman Esq.
Attorney for Debtor(s)

Approved by the Court this _____ day of _____, 2020. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Patricia M. Mayer

Date: 7/6/2020

Scott F. Waterman, Esquire
Scott F. Waterman, Esquire
Chapter 13 Trustee